



United States Department of State

Washington, D.C. 20520

February 13, 2020

Emory A. Rounds, III
Director
U.S. Office of Government Ethics
1201 New York Avenue, N.W., Suite 500
Washington DC 20005-3917

Dear Mr. Rounds:

I am enclosing an amendment to the ethics agreement and to the nominee public financial disclosure report of Ambassador Ken Braithwaite. Following the signing of his ethics agreement on August 21, 2017 and certification of his report on October 25, 2017, the Ambassador discovered that he was entitled to payments under two separate written plans with Vizient Inc., the Long-Term Executive Incentive and Short-Term Incentive Plans, and that those payments would be staggered over a period of three years. He has accordingly amended these documents to clarify the payment process. I have reviewed the additional information. The initial ethics agreement contained a recusal obligation pursuant to 5 CFR 2635.503. In the course of reviewing these documents, I determined the incentive payments were made pursuant to two established compensation programs and the recusal obligation should not be included in the amendment ethics agreement.

Based on my review of the amended disclosure and ethics agreement. I continue to believe that Mr. Braithwaite is in compliance with the applicable laws and regulations governing conflicts of interest.

Sincerely,

A handwritten signature in black ink, appearing to read "David P. Huitema", with a stylized flourish at the end.

David P. Huitema
Alternate Designated Agency Ethics Official
Department of State

Enclosures



United States Department of State

Washington, D.C. 20520

Mr. Richard Visek
Deputy Legal Adviser and
Designated Agency Ethics Official
U.S. Department of State
2201 C. Street NW
Washington, DC 20520

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Dear Mr. Visek:

The purpose of this letter is to amend my ethics agreement, dated August 21, 2017. In a separate document, I am also amending my nominee financial disclosure report.

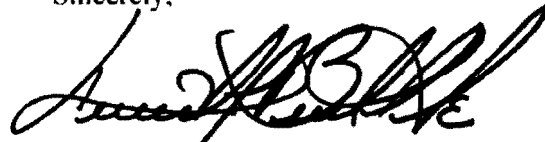
I am amending my nominee report by reporting in more detail the terms of my compensation from Vizient Inc. that I had inadvertently omitted from the report. Consistent with that amendment, I am also amending the paragraph in my August 21, 2017 ethics agreement addressing my employment with Vizient Inc. to read as follows:

Upon confirmation, I will resign from my position with Vizient, Inc. Consistent with the company's Short-Term Incentive Plan and Long-Term Executive Incentive Plan, I am entitled to annual payments. The amount of time I will receive payments is tied to my resignation date and may continue under the Short-Term Incentive Plan for up to one year after I resign, and under the Long-Term Incentive Plan, for up to three years after I resign. These payments will be calculated based on a written formula. Company performance will be taken into consideration under the Short-Term Incentive Plan, up to and including the last year of service for employees who leave the company. In addition, company performance will be taken into consideration under the Long-Term Executive Incentive Plan, up to and including the last year of service for employees who leave the company. For as long as payments are tied to company performance, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Vizient Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Thereafter, until I receive the remaining payments due to me, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of Vizient Inc. to honor its obligations under the terms of these incentive plans, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, until I receive my final payment, I will not participate personally and substantially in any particular matter involving specific parties in which I know Vizient Inc. is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

The Short Term Incentive Plan and Long-Term Executive Incentive Plan payments issued in Calendar Year 2019 were based in part on company performance during 2018. The remaining payments under the Long-Term Incentive Plan to be made in 2020 and 2021 will be fixed and will not be based on company performance. I have not worked on any particular matter affecting the financial interests of Vizient Inc. since my appointment as Ambassador, and I will remain vigilant with regards to my ethics obligations going forward.

I have been advised that this amendment to my ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,



Kenneth J. Braithwaite

August 21, 2017

Ms. Katherine D. McManus
Deputy Legal Adviser and
Designated Agency Ethics Official
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Ms. McManus:

I am committed to the highest standards of ethical conduct for government officials. If confirmed as U.S. Ambassador to the Kingdom of Norway, as required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the matter, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1) or qualify for a regulatory exemption pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in Norway, because they may be more likely than other companies to seek official assistance from or make contact with the Embassy or otherwise be affected by policies and engagement implemented by the Embassy. I will remain alert to the possible need to recuse where appropriate.

Upon confirmation, I will resign from my position with Vizient Inc. Before I assume the duties of the position of Ambassador, I will receive a pro-rated incentive payment for services rendered to the entity through the date of my separation. For a period of two years after my receipt of this payment, I will not participate personally and substantially in any particular matter in which I know Vizient Inc. is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

Upon confirmation, I will resign from my position with Philadelphia Health Management Corporation. For a period of one year after my resignation from the entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a

direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S. C. § 208(b)(1).

If I have a managed account during my appointment, I will direct the account manager to obtain my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds. I will monitor whether the account manager is following this direction regarding prior approval.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but no later than 15 days after my appointment as required under 5 C.F.R. § 2638.305, unless granted an extension under that regulation. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I have been advised that this ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth J. Braithwaite", is written over the printed name.

Kenneth J. Braithwaite